

California Leafy Green Products Handler Marketing Agreement

Service Mark Usage Guidelines

The LGMA Service Mark represents a signatory company's commitment to the food safety standards accepted by the LGMA. It identifies a signatory as a member in good standing of the Marketing Agreement and it communicates to the signatory's customers that the California leafy green products marketed by the signatory have been grown according to enhanced food safety standards.

- Use of the service mark is mandatory on bills of lading
- Use of the service mark is a way of assuring customers that products have been grown according to the highest food safety standards available today
- Decertification and loss of the Service Mark can lead to a decline in business, credibility and access to key customers



A. Use

1. The Service Mark shall only be used by Members of the LGMA in accordance with the LGMA policy for use of the mark (see points a. and b. below). Members of the LGMA agree to produce and handle product according to the Good Agricultural Practices (GAPs) promulgated by the LGMA.
 - a. The Service Mark may be used by all LGMA signatories in good standing beginning July 23, 2007. It is mandatory for use on all bills of lading beginning September 1, 2007.
 - b. Signatories may use the service mark on other documents, such as invoices, manifests, letterhead, etc. but such use is not mandatory.
2. The Service Mark shall not be used as a certification mark to certify product as meeting the standard contained in #1 above.
 - a. Use of the Service Mark on packaging or product is not allowed.
3. The Service Mark shall be used without reference to a private brand or label.
4. Participant shall provide reasonable assurances it has a system in place to meet the above requirements. Participant shall maintain records sufficient to audit this system for the life of the Compliance Agreement and shall make those records available upon request to the Department.

B. Image Requirements

1. The Service Mark shall be reproduced only in authorized colors as displayed in the original CD version.

2. The Service Mark may be adjusted in size provided the proportions are not changed.
3. The Service Mark shall not be altered in any way other than specified in B.2., above.
4. Participant's name and/or trademark may not be inserted within or overlap the boundaries of the Service Marks.
5. Participant shall not use the Service Mark as its own mark, or as the exclusive representation of Participant's business entity.